

TOLER SCHAFFER, LLP
8500 Bluffstone Cove, Suite A201
Austin, Texas 78759
Ph. 512-327-5515
Fax 512-327-5575

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DATE: February 15, 2007

TO: Examiner TAYLOR, Barry W. **FAX NO.:** 571-273-8300
USPTO GPAU 2617

FROM: Jeffrey G. Toler
Reg. No.: 38,342

RE U.S. App. No.: 10/655,576, filed September 4, 2003

Applicant(s): Guy Bevente, et al.

Atty Dkt No.: 1033-SS00424

Title: SHARED USAGE TELECOMMUNICATIONS BILLING SYSTEM
AND METHOD

NO. OF PAGES (including Cover Sheet): 32

MESSAGE:

Attached please find:

- ☒ Transmittal Form (1 pg)
- ☒ Fee Transmittal [in duplicate] (2 pgs)
- ☒ Brief in Support of Appeal (28 pgs)

8500 Bluffstone Cove
Suite A201
AUSTIN, TEXAS 78759

Tel: (512) 327-5515
Fax: (512) 327-5575

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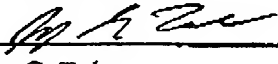
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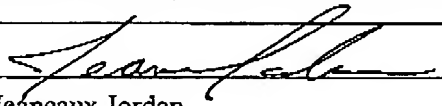
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TRANSMITTAL FORM (to be used for all correspondence after initial filing)	Application Number	10/655,576	
	Filing Date	September 4, 2003	
	First Named Inventor	Guy Bevente, et al.	
	Art Unit	2617	
	Examiner Name	TAYLOR, Barry W.	
Total Number of Pages in This Submission	32	Attorney Docket Number	1033-SS00424

ENCLOSURES (Check all that apply)		
<input checked="" type="checkbox"/> Fee Transmittal Form <input type="checkbox"/> Fee Attached <input type="checkbox"/> Amendment/Reply <input type="checkbox"/> After Final <input type="checkbox"/> Affidavits/declaration(s) <input type="checkbox"/> Extension of Time Request <input type="checkbox"/> Express Abandonment Request <input type="checkbox"/> Information Disclosure Statement <input type="checkbox"/> Certified Copy of Priority Document(s) <input type="checkbox"/> Reply to Missing Parts/Incomplete Application <input type="checkbox"/> Reply to Missing Parts under 37 CFR 1.52 or 1.53	<input type="checkbox"/> Drawing(s) <input type="checkbox"/> Licensing-related Papers <input type="checkbox"/> Petition <input type="checkbox"/> Petition to Convert to a Provisional Application <input type="checkbox"/> Power of Attorney, Revocation <input type="checkbox"/> Change of Correspondence Address <input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Request for Refund <input type="checkbox"/> CD, Number of CD(s) _____ <input type="checkbox"/> Landscape Table on CD	<input type="checkbox"/> After Allowance Communication to TC <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences <input checked="" type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief) <input type="checkbox"/> Proprietary Information <input type="checkbox"/> Status Letter <input type="checkbox"/> Other Enclosure(s) (please identify below):
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Firm Name	Toler Schaffer, LLP		
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For FY 2006☐ Applicant claims small entity status. See 37 CFR 1.27

TOTAL AMOUNT OF PAYMENT (\$) 500.00

Complete if Known

Application Number	10/655,576
Filing Date	September 4, 2003
First Named Inventor	Guy Bevente, et al.
Examiner Name	TAYLOR, Barry W.
Art Unit	2617
Attorney Docket No.	1033-SS00424

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FEE CALCULATION**1. BASIC FILING, SEARCH, AND EXAMINATION FEES**

Application Type	FILING FEES		SEARCH FEES		EXAMINATION FEES		Fees Paid (\$)
	Fee (\$)	Small Entity Fee (\$)	Fee (\$)	Small Entity Fee (\$)	Fee (\$)	Small Entity Fee (\$)	
Utility	300	150	500	250	200	100	
Design	200	100	100	50	130	65	
Plant	200	100	300	150	160	80	
Reissue	300	150	500	250	600	300	
Provisional	200	100	0	0	0	0	

2. EXCESS CLAIM FEES**Fee Description**

Each claim over 20 (including Reissues)

Fee (\$)	Small Entity Fee (\$)
50	25

Each independent claim over 3 (including Reissues)

200	100
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Multiple dependent claims

360	180
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Total Claims	Extra Claims	Fee (\$)	Fee Paid (\$)
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- 20 or HP = _____ x _____ = _____

HP = highest number of total claims paid for, if greater than 20.

Indep. Claims	Extra Claims	Fee (\$)	Fee Paid (\$)
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- 3 or HP = _____ x _____ = _____

HP = highest number of independent claims paid for, if greater than 3.

3. APPLICATION SIZE FEE

If the specification and drawings exceed 100 sheets of paper (excluding electronically filed sequence or computer listings under 37 CFR 1.52(e)), the application size fee due is \$250 (\$125 for small entity) for each additional 50 sheets or fraction thereof. See 35 U.S.C. 41(a)(1)(G) and 37 CFR 1.16(s).

Total Sheets	Extra Sheets	Number of each additional 50 or fraction thereof	Fee (\$)	Fee Paid (\$)
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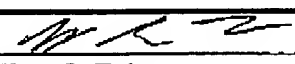
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SUBMITTED BY

Signature		Registration No. (Attorney/Agent) 38,342	Telephone 512/327-5515
Name (Print/Type)	Jeffrey G. Toler	Date 2-15-2007	

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Applicant(s): **Guy Bevente, et al.**

Title: **SHARED USAGE TELECOMMUNICATIONS BILLING SYSTEM
AND METHOD**

App. No.: **10/655,576**

Filed: **September 4, 2003**

Examiner: **TAYLOR, Barry W.**

Group Art Unit: **2617**

Atty. Dkt. No.: **1033-SS00424**

Confirmation No.: **6423**

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AND INTERFERENCES**

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BRIEF IN SUPPORT OF APPEAL

Jeffrey G. Toler, Reg. No. 38,342
Attorney for Appellant
TOLER SCHAFFER, L.L.P.
8500 Bluffstone Cove, Suite A201
Austin, Texas 78759
(512) 327-5515 (phone)
(512) 327-5575 (fax)

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I. REAL PARTY IN INTEREST (37 C.F.R. § 41.37(c)(1)(i))

The Real Party in Interest in the present Appeal is **SBC Knowledge Ventures, L.P.**, the assignee, of patent application no. 10/655,576, as evidenced by the assignment set forth at Reel 014434, Frame 0758.

II. RELATED APPEALS AND INTERFERENCES (37 C.F.R. § 41.37(c)(1)(ii))

With respect to other appeals or interferences that will directly affect, or be directly affected by, or have a bearing on the Board's decision in this appeal, Appellant is not aware of any such appeals or interferences.

III. STATUS OF CLAIMS (37 C.F.R. § 41.37(c)(1)(iii))**A. Total Number of Claims in Application**

There are 40 claims pending in the application (claims 1-40).

B. Status of All the Claims

Claims 1, 11, 21, and 35 are independent claims. According to pages 2-18 of the Final Office Action dated November 27, 2006 ("the Final Office Action"), claims 1-40 stand rejected, and are hereby appealed.

C. Claims on Appeal

There are 40 claims on appeal (claims 1-40).

IV. STATUS OF AMENDMENTS (37 C.F.R. § 41.37(c)(1)(iv))

The claims hereby Appealed are based on the claims as amended in the Response to the Non-Final Office Action filed October 16, 2006, in response to the Non-Final Office Action dated July 28, 2006. No amendment was offered or entered after the Final Office Action.

V. SUMMARY OF THE CLAIMED SUBJECT MATTER (37 C.F.R. § 41.37(c)(1)(v))

The subject matter of claim 1 can be summarized as follows:

A telecommunications billing system is provided. The telecommunications billing system includes at least one server configured to interpret at least two file types. The first file type of the at least two file types includes subscription data associated with a subscription. The subscription data identifies a pricing plan where the pricing plan includes an allotment of shared telecommunication units for use in connection with at least a first telecommunications service and a second telecommunications service. The second file type of the at least two file types includes a first set of telecommunications service usage data associated with a first telecommunications service. The system also includes a customer database configured to store customer information associated with the subscription. The customer information includes the subscription data identifying the pricing plan. In addition, the system includes a usage database configured to store the first set of telecommunications service usage data and a second set of telecommunications service usage data associated with the second telecommunications service. Further, the system includes a billing module configured to access the usage database and configured to access the customer database. The billing module is configured to generate billing data utilizing the allotment of shared telecommunication units, the first set of telecommunications service usage data, and the second set of telecommunications service usage data. The first telecommunication service and the second telecommunication service are provided by different operating entities.

Claim 1 finds support from at least paragraphs [0014], [0019], [0025], [0026], [0048]-[0051], [0054], [0060]-[0062], [0064], and [0071] of the specification.

The subject matter of claim 11 can be summarized as follows:

A method of providing a shared telecommunications account is provided. The method includes receiving order data that identifies a pricing plan. The pricing plan has an associated allotment of shared telecommunication units for use in connection with at least a first telecommunications service and a second telecommunications service. The method also includes receiving a first set of telecommunications service account data from a first telecommunications service provider. The first telecommunications service account data is associated with the order data and is associated with the first telecommunications service. In addition, the method includes creating a telecommunications account to provide the allotment of shared

telecommunications units. The telecommunications account is associated with the first telecommunications service and the second telecommunications service. The first telecommunication service and the second telecommunication service are provided by different operating entities.

Claim 11 finds support from at least paragraphs [0025], [0026], [0030], [0031], [0034], and [0035] of the specification.

The subject matter of claim 21 can be summarized as follows:

A method of providing an invoice to a telecommunications subscriber is provided. The method includes receiving an invoice file from a first telecommunications service provider. The invoice file identifies usage of shared telecommunications units applied in connection with a first telecommunications service and a second telecommunications service. The method also includes preparing an invoice including information from the invoice file. In addition, the method includes sending the invoice to a subscriber. The first telecommunication service is provided by the first telecommunications provider and the second telecommunication service is provided by a second telecommunications provider.

Claim 21 finds support from at least paragraphs [0025]-[0027] and [0030]-[0033] of the specification.

The subject matter of claim 35 can be summarized as follows:

A method of establishing a telecommunications service is provided. The method includes receiving order data where the order data identifies a price plan. The price plan includes an allotment of shared telecommunications units. The shared telecommunications units are available for use in connection with a first subscriber service and a second subscriber service. The first subscriber service is distinct from the second subscriber service. The method also includes establishing an account including account information in response to receiving the order data. The account is associated with the first subscriber service. In addition, the method

includes sending the account information to a second subscriber service provider where the second subscriber service provider provides the second subscriber service.

Claim 35 finds support from at least paragraphs [0025]-[0027], [0030], [0031], [0034], and [0035] of the specification.

VI. GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL (37 C.F.R. § 41.37(c)(1)(vi))

Claims 1-40 are rejected under 35 U.S.C. §103 (a) as being unpatentable over U.S. Patent No. 6,615,034 ("Alloune") in view of U.S. Patent No. 6,965,764 ("Plush") and further in view of U.S. Patent Application Publication No. 2003/0045267 ("Himmel").

VII. ARGUMENT (37 C.F.R. § 41.37(c)(1)(vii))

Appellant respectfully appeals each of the rejections applied against all claims now pending on appeal.

Claims 1-40 Are Allowable

Appellant traverses the rejection of claims 1-40 under 35 U.S.C. §103 (a) over Alloune in view of Plush and further in view of Himmel, at pages 2-18 of the Final Office Action.

There are four independent claims in the case. Each independent claim stands or falls independently. Arguments demonstrating the allowability of each independent claim are presented herein.

The Final Office Action failed to establish a *prima facie* case of obviousness, which requires:

- 1) there must be a suggestion or motivation to make the asserted combination, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art;
- 2) there must be a reasonable expectation of success; and
- 3) the alleged combination teaches or suggests all the claim limitations.

See M.P.E.P. §2142.

Appellant submits that the asserted combination of references fails to disclose or suggest the particular combination of elements recited in the claims. Further, Appellant submits that there is no suggestion or motivation to make the asserted combination of references either in the references themselves or in the knowledge generally available to one of ordinary skill in the art.

Independent Claim 1

Independent claim 1 recites, “subscription data associated with a subscription, the subscription data identifying a pricing plan, the pricing plan including an allotment of shared telecommunication units for use in connection with at least a first telecommunications service and a second telecommunications service.” The Final Office Action states that Alloune discloses this element of claim 1. (*See* Final Office Action, p. 3). In contrast to claim 1, Alloune discloses applying a cross-contribution of minutes associated with a single service to a charge record associated with a separate service. For example, Alloune discloses applying a credit for unused wireline service minutes to a total charge record for a wireless service or applying a credit for unused wireless service minutes to the total charge record for a wireline service. (*See* Alloune, col. 8, lines 9-24). Alloune does not disclose or suggest an allotment of shared telecommunication units for use in connection with at least a first telecommunications service and a second telecommunications service, as recited in claim 1. Rather, Alloune discloses an allotment of service minutes for a single service that may be converted to monetary credit for a separate charge record.

Plush does not disclose or suggest the elements of claim 1 not disclosed by Alloune. In contrast to claim 1, Plush discloses an amount of pre-paid call time allocated to a mobile communications system subscription with any number of subscribers associated with a single subscription. (*See* Plush, col. 3, line 62 – col. 4, line 12 and col. 4, lines 30-34). The call time associated with the subscription may be used in part or in whole by any subscriber in the group. (*See* Plush, col. 5, lines 48-50). Hence, Plush discloses an allotment of call time associated with a single service. Plush does not disclose or suggest an allotment of shared telecommunication units for use in connection with at least a first telecommunications service and a second telecommunications service, as recited in claim 1.

Himmel does not overcome the deficiencies of Alloune and Plush with respect to claim 1. Himmel discloses transferring call minutes from one customer's mobile telephone account to another customer's mobile telephone account. (See Himmel, paragraph [0039]). Himmel also discloses transferring conventional telephone local or long distance minutes or features, such as call waiting, from one customer's account to another customer's account. (See Himmel, paragraph [0051]). Thus, Himmel discloses shared telecommunication units between separate customer accounts. Himmel does not disclose or suggest an allotment of shared telecommunication units for use in connection with a first and a second telecommunication service, as recited in claim 1.

With respect to the combination of Alloune, Plush, and Himmel, the Final Office Action states:

"It would have been obvious for any one of ordinary skill in the art at the time of invention to modify the teachings of Alloune in view of Plush to transfer services from one account to another in order to provide a more flexible system that not only allows users the ability to transfer minutes from one account to another account but allows users the ability to transfer services from one account to another so that shared minutes or services are not wasted." (Final Office Action, p. 5).

Nonetheless, even if the Examiner is correct in combining Alloune, Plush, and Himmel in the proposed manner, the asserted combination only discloses transferring minutes and features from one account to another account. The asserted combination of references does not disclose or suggest an allotment of minutes associated with multiple services, as recited in claim 1. Thus, claim 1 is allowable.

Further, claim 1 recites that, "the first telecommunication service and the second telecommunication service are provided by different operating entities." The Final Office Action acknowledges that Plush does not disclose or suggest this element of claim 1. (See Final Office Action, p. 19, section b.) The Final Office Action states that Alloune discloses or suggests this element of claim 1. (See Final Office Action, p. 4-5). However, Alloune does not disclose or suggest a first telecommunication service and a second telecommunication service provided by different operating entities, as recited in claim 1. Rather, Alloune discloses a billing system that generates a single bill that includes charges for a customer's usage of wireless and wireline

services according to wireless service events and wireline service events. (*See* Alloune, col. 3, lines 33-43). For this additional reason, claim 1 is allowable.

In view of the foregoing, the asserted combination of Alloune, Plush, and Himmel fails to establish a *prima facie* case of obviousness with regard to claim 1, because the references do not disclose or suggest each and every element recited in claim 1. Accordingly, claim 1 is allowable. Claims 2-10 depend from claim 1. Hence, the combination of Alloune, Plush, and Himmel also fails to disclose or suggest at least one of the elements recited in claims 2-10, at least by virtue of their dependency from claim 1. Thus, claims 2-10 are also allowable.

In addition, Alloune, Plush, and Himmel do not disclose or suggest elements recited in claims depending from claim 1. For example, claim 5 recites, "a settlement system configured to transfer settlement reports to a provider of the first telecommunication service." The Final Office Action acknowledges that Alloune and Plush do not disclose or suggest this element and relies on Himmel to reject claim 5. (*See* Final Office Action, p. 6). Himmel discloses transfers of minutes or features between different service providers where the service providers agree to an exchange rate. (*See* Himmel, paragraph [0049]). Himmel also discloses transferring minutes or features between service providers by transmitting an instruction across a network from one customer's service provider to another customer's service provider. (*See* Himmel, paragraph [0050]). However, neither the exchange rates between service providers nor the transfer instructions of Himmel are a settlement report transferred from a settlement system to a provider of a first telecommunication service, as recited in claim 5. For this additional reason, claim 5 is allowable.

Claim 6 recites, "a revenue tracking system configured to access the customer database and configured to access the settlement system, the settlement reports including revenue data generated by the revenue tracking system." The Final Office Action acknowledges that Alloune and Plush do not disclose or suggest this element and relies on Himmel to reject claim 6. (*See* Final Office Action, p. 6). Himmel discloses transfers of minutes or features between different service providers where the service providers agree to an exchange rate. (*See* Himmel, paragraph [0049]). Himmel, however, does not disclose or suggest settlement reports including

revenue data generated by the revenue tracking system, as recited in claim 6. For this additional reason, claim 6 is allowable.

Claim 9 recites, "wherein the billing module calculates excess charges when cumulative usage of the first set of telecommunications service usage data and the usage of the second set of telecommunication service usage data exceeds the allotment of shared telecommunication units." The Final Office Action acknowledges that Alloune and Plush do not disclose or suggest this element and relies on Himmel to reject claim 9. (*See* Final Office Action, p. 6-7). Himmel discloses a billing system where a customer purchases a pre-paid amount of airtime minutes for each month and is billed separately for additional minutes exceeding the customer's pre-paid amount. (*See* Himmel, paragraph [0005]). Himmel also discloses transferring call minutes or other features from one customer's account to another. (*See* Himmel, paragraph [0039]). Himmel, however, does not disclose or suggest calculating an excess charge when the cumulative usage of first and second telecommunications services exceeds an allotment of shared units for the first and second telecommunications services. For this additional reason, claim 9 is allowable.

Independent Claim 11

Independent claim 11 recites, "the pricing plan having an associated allotment of shared telecommunication units for use in connection with at least a first telecommunications service and a second telecommunications service." The Final Office Action states that Alloune discloses this element of claim 11. (*See* Final Office Action, p. 7-8). In contrast to claim 11, Alloune discloses applying a cross-contribution of minutes associated with a single service to a charge record associated with a separate service. For example, Alloune discloses applying a credit for unused wireline service minutes to a total charge record for a wireless service or applying a credit for unused wireless service minutes to the total charge record for a wireline service. (*See* Alloune, col. 8, lines 9-24). Alloune does not disclose or suggest an allotment of shared telecommunication units for use in connection with at least a first telecommunications service and a second telecommunications service, as recited in claim 11. Rather, Alloune discloses an allotment of service minutes for a single service that may be converted to monetary credit for a separate charge record.

Plush does not disclose or suggest the elements of claim 11 not disclosed by Alloune. In contrast to claim 11, Plush discloses an amount of pre-paid call time allocated to a mobile communications system subscription with any number of subscribers associated with a single subscription. (See Plush, col. 3, line 62 – col. 4, line 12 and col. 4, lines 30-34). The call time associated with the subscription may be used in part or in whole by any subscriber in the group. (See Plush, col. 5, lines 48-50). Hence, Plush discloses an allotment of call time associated with a single service. Plush does not disclose or suggest an allotment of shared telecommunication units for use in connection with at least a first telecommunications service and a second telecommunications service, as recited in claim 11.

Himmel does not overcome the deficiencies of Alloune and Plush with respect to claim 11. Himmel discloses transferring call minutes from one customer's mobile telephone account to another customer's mobile telephone account. (See Himmel, paragraph [0039]). Himmel also discloses transferring conventional telephone local or long distance minutes or features, such as call waiting, from one customer's account to another customer's account. (See Himmel, paragraph [0051]). Thus, Himmel discloses shared telecommunication units between customer accounts, but does not disclose or suggest an allotment of shared telecommunication units for use in connection with a first and a second telecommunication service, as recited in claim 11.

With respect to the combination of Alloune, Plush, and Himmel, the Final Office Action states:

“It would have been obvious for any one of ordinary skill in the art at the time of invention to modify the teachings of Alloune in view of Plush to transfer services from one account to another in order to provide a more flexible system that not only allows users the ability to transfer minutes from one account to another account but allows users the ability to transfer services from one account to another so that shared minutes or services are not wasted.” (Final Office Action, p. 10).

However, even if the Examiner is correct in combining Alloune, Plush, and Himmel in the proposed manner, the asserted combination only discloses transferring minutes and features from one account to another account. The asserted combination of references does not disclose or suggest an allotment of minutes associated with multiple services, as recited in claim 11. Thus, claim 11 is allowable.

Further, claim 11 recites that, "the first telecommunication service and the second telecommunications service are provided by different operating entities." The Final Office Action acknowledges that Plush does not disclose or suggest this element of claim 11. (See Final Office Action, p. 19, section b.) The Final Office Action states that Alloune discloses or suggests this element of claim 11. (See Final Office Action, p. 9). However, Alloune does not disclose or suggest a first telecommunication service and a second telecommunication service provided by different operating entities, as recited in claim 11. Rather, Alloune discloses a billing system that generates a single bill that includes charges for a customer's usage of wireless and wireline services according to wireless service events and wireline service events. (See Alloune, col. 3, lines 33-43). For this additional reason, claim 11 is allowable.

In view of the foregoing, the asserted combination of Alloune, Plush, and Himmel fails to establish a *prima facie* case of obviousness with regard to claim 11, because the references do not disclose or suggest each and every element recited in claim 11. Accordingly, claim 11 is allowable. Claims 12-20 depend from claim 11. Hence, the combination of Alloune, Plush, and Himmel also fails to disclose or suggest at least one of the elements recited in claims 12-20, at least by virtue of their dependency from claim 11. Thus, claims 12-20 are also allowable.

In addition, Alloune, Plush, and Himmel do not disclose or suggest elements recited in claims depending from claim 11. For example, claim 15 recites, "determining excess usage charges when the combined usage of the first telecommunications service and of the second telecommunications service exceeds the allotment of shared telecommunication units." The Final Office Action acknowledges that Alloune and Plush do not disclose or suggest this element and relies on Himmel to reject claim 15. (See Final Office Action, p. 6-7). Himmel discloses a billing system where a customer purchases a pre-paid amount of airtime minutes for each month and is billed separately for additional minutes exceeding the customer's pre-paid amount. (See Himmel, paragraph [0005]). Himmel also discloses transferring call minutes or other features from one customer's account to another. (See Himmel, paragraph [0039]). Himmel, however, does not disclose or suggest calculating an excess charge when the combined usage of the first and second telecommunications services exceeds the allotment of shared telecommunication units. For this additional reason, claim 15 is allowable.

Claim 18 recites, “communicating the combined invoice to a third telecommunications service provider.” The Final Office Action relies on Himmel to reject claim 18. (*See* Final Office Action, p. 10). Himmel discloses that multiple service providers may be present within the same geographic area. (*See* Himmel, paragraph [0027]). Himmel also discloses transferring minutes or features from one customer to another where each customer is associated with a different service provider. (*See* Himmel, paragraphs [0040], [0049], and [0051]). Himmel, however, does not disclose or suggest communicating a combined invoice to a third telecommunications service provider, as recited in claim 18. Further, neither Alloune nor Plush disclose or suggest communicating a combined invoice based on the allotment of the shared telecommunication units to a third telecommunications service provider, as recited in claim 18. For this additional reason, claim 18 is allowable.

Claim 20 recites, “preparing a reconciliation report associated with the allotment of shared telecommunication units and sending the reconciliation report to the first telecommunications service provider.” The Final Office Action acknowledges that Alloune and Plush do not disclose or suggest this element and relies on Himmel to reject claim 20. (*See* Final Office Action, p. 6). Himmel discloses transfers of minutes or features between different service providers where the service providers agree to an exchange rate. (*See* Himmel, paragraph [0049]). Himmel also discloses transferring minutes or features between service providers by transmitting an instruction across a network from one customer’s service provider to another customer’s service provider. (*See* Himmel, paragraph [0050]). However, neither the exchange rates between service providers nor the transfer instructions of Himmel are a reconciliation report associated with the allotment of the shared telecommunication units, as recited in claim 20. For this additional reason, claim 20 is allowable.

Independent Claim 21

Independent claim 21 recites “receiving an invoice file from a first telecommunications service provider, the invoice file identifying usage of shared telecommunications units applied in connection with a first telecommunications service and a second telecommunications service.” The Final Office Action states that Alloune discloses this element of claim 21. (*See* Final Office Action, p. 11). In contrast to claim 21, Alloune discloses applying a cross-contribution of

minutes associated with a single service to a charge record associated with a separate service. For example, Alloune discloses applying a credit for unused wireline service minutes to a total charge record for a wireless service or applying a credit for unused wireless service minutes to the total charge record for a wireline service. (See Alloune, col. 8, lines 9-24). Alloune does not disclose or suggest identifying usage of shared telecommunication units applied in connection with a first telecommunications service and a second telecommunications service, as recited in claim 21. Rather, Alloune discloses an allotment of service minutes for a single service that may be converted to monetary credit for a separate charge record.

Plush does not disclose or suggest the elements of claim 21 not disclosed by Alloune. In contrast to claim 21, Plush discloses an amount of pre-paid call time allocated to a mobile communications system subscription with any number of subscribers associated with a single subscription. (See Plush, col. 3, line 62 – col. 4, line 12 and col. 4, lines 30-34). The call time associated with the subscription may be used in part or in whole by any subscriber in the group. (See Plush, col. 5, lines 48-50). Hence, Plush discloses an allotment of call time associated with a single service. Plush does not disclose or suggest identifying usage of shared telecommunication units applied in connection with a first telecommunications service and a second telecommunications service, as recited in claim 21.

Himmel does not overcome the deficiencies of Alloune and Plush with respect to claim 21. Himmel discloses transferring call minutes from one customer's mobile telephone account to another customer's mobile telephone account. (See Himmel, paragraph [0039]). Himmel also discloses transferring conventional telephone local or long distance minutes or features, such as call waiting, from one customer's account to another customer's account. (See Himmel, paragraph [0051]). Thus, Himmel discloses shared telecommunication units between customer accounts, but does not disclose or suggest identifying usage of shared telecommunications units applied in connection with a first telecommunications service and a second telecommunications service, as recited in claim 21.

With respect to the combination of Alloune, Plush, and Himmel, the Final Office Action states:

"It would have been obvious for any one of ordinary skill in the art at the time of invention to modify the teachings of Alloune in view of Plush to transfer services from one account to another in order to provide a more flexible system that not only allows users the ability to transfer minutes from one account to another account but allows users the ability to transfer services from one account to another so that shared minutes or services are not wasted." (Final Office Action, p. 13).

However, even if the Examiner is correct in combining Alloune, Plush, and Himmel in this manner, the asserted combination only discloses transferring minutes and features from one account to another account. The asserted combination of references does not disclose or suggest shared telecommunications units associated with multiple services, as recited in claim 21. Thus, claim 21 is allowable.

Further, claim 21 recites that, "the first telecommunication service is provided by the first telecommunications provider and the second telecommunication service is provided by a second telecommunications provider." The Final Office Action acknowledges that Plush does not disclose or suggest this element of claim 1. (See Final Office Action, p. 19, section b.) The Final Office Action states that Alloune discloses or suggests this element of claim 1. (See Final Office Action, p. 12). However, Alloune does not disclose or suggest a first telecommunication service provided by a first telecommunications provider and a second telecommunication service provided by a second telecommunications provider, as recited in claim 21. Rather, Alloune discloses a billing system that generates a single bill that includes charges for a customer's usage of wireless and wireline services according to wireless service events and wireline service events. (See Alloune, col. 3, lines 33-43). For this additional reason, claim 21 is allowable.

In view of the foregoing, the asserted combination of Alloune, Plush, and Himmel fails to establish a *prima facie* case of obviousness with regard to claim 21, because the references do not disclose or suggest each and every element recited in claim 21. Accordingly, claim 21 is allowable. Claims 22-34 depend from claim 21. Hence, the combination of Alloune, Plush, and Himmel also fails to disclose or suggest at least one of the elements recited in claims 22-34, at least by virtue of their dependency from claim 21. Thus, claims 22-34 are also allowable.

In addition, Alloune, Plush, and Himmel do not disclose or suggest elements recited in claims depending from claim 21. For example, claim 27 recites, "wherein the third telecommunications service is a cable access service." The Final Office Action acknowledges that Alloune and Plush do not disclose or suggest this element and relies on Himmel to reject claim 27. (*See* Final Office Action, p. 13-14). Himmel discloses a mobile telephone sending and receiving Internet data. (*See* Himmel, paragraph [0025]). Himmel, however, does not disclose or suggest a third telecommunication service that is a cable access service. For this additional reason, claim 27 is allowable.

Claim 28 recites, "receiving a supplemental invoice file from the second telecommunications service provider, the second telecommunications service provider to provide the second telecommunications service." The Final Office Action acknowledges that Alloune and Plush do not disclose or suggest this element and relies on Himmel to reject claim 28. (*See* Final Office Action, p. 14). Himmel discloses transfers of minutes or features between customers with accounts associated with different service providers where the service providers agree to an exchange rate. (*See* Himmel, paragraph [0049]). Himmel also discloses transferring minutes or features between service providers by transmitting an instruction across a network from one customer's service provider to another customer's service provider. (*See* Himmel, paragraph [0050]). However, neither the exchange rates between service providers nor the transfer instructions of Himmel are a supplemental invoice file from the second telecommunications service provider, as recited in claim 28. For this additional reason, claim 28 is allowable.

Independent Claim 35

Independent claim 35 recites, "the price plan including an allotment of shared telecommunications units, the shared telecommunications units available for use in connection with a first subscriber service and a second subscriber service, the first subscriber service being distinct from the second subscriber service." The Final Office Action states that Alloune discloses this element of claim 35. (*See* Final Office Action, p. 15-16). In contrast to claim 35, Alloune discloses applying a cross-contribution of minutes associated with a single service to a charge record associated with a separate service. For example, Alloune discloses applying a

credit for unused wireline service minutes to a total charge record for a wireless service or applying a credit for unused wireless service minutes to the total charge record for a wireline service. (See Alloune, col. 8, lines 9-24). Alloune does not disclose or suggest an allotment of shared telecommunication units for use in connection with a first subscriber service and a second subscriber service, as recited in claim 35. Rather, Alloune discloses an allotment of service minutes for a single service that may be converted to monetary credit for a separate charge record.

Plush does not disclose or suggest the elements of claim 35 not disclosed by Alloune. In contrast to claim 35, Plush discloses an amount of pre-paid call time allocated to a mobile communications system subscription with any number of subscribers associated with a single subscription. (See Plush, col. 3, line 62 – col. 4, line 12 and col. 4, lines 30-34). The call time associated with the subscription may be used in part or in whole by any subscriber in the group. (See Plush, col. 5, lines 48-50). Hence, Plush discloses an allotment of call time associated with a single service. Plush does not disclose or suggest an allotment of shared telecommunication units for use in connection with a first subscriber service and a second subscriber service, as recited in claim 35.

Himmel does not overcome the deficiencies of Alloune and Plush with respect to claim 35. Himmel discloses transferring call minutes from one customer's mobile telephone account to another customer's mobile telephone account. (See Himmel, paragraph [0039]). Himmel also discloses transferring conventional telephone local or long distance minutes or features, such as call waiting, from one customer's account to another customer's account. (See Himmel, paragraph [0051]). Thus, Himmel discloses shared telecommunication units between customer accounts, but does not disclose or suggest an allotment of shared telecommunications units for use in connection with a first subscriber service and a second subscriber service, as recited in claim 35.

With respect to the combination of Alloune, Plush, and Himmel, the Final Office Action states:

“It would have been obvious for any one of ordinary skill in the art at the time of invention to modify the teachings of Alloune in view of Plush to transfer services

from one account to another in order to provide a more flexible system that not only allows users the ability to transfer minutes from one account to another account but allows users the ability to transfer services from one account to another so that shared minutes or services are not wasted.” (Final Office Action, p. 17).

However, even if the Examiner is correct in combining Alloune, Plush, and Himmel in the proposed manner, the asserted combination only discloses transferring minutes and features from one account to another account. The asserted combination of references does not disclose or suggest an allotment of shared telecommunications units associated with multiple services, as recited in claim 35. Hence, claim 35 is allowable.

Therefore, the asserted combination of Alloune, Plush, and Himmel fails to establish a *prima facie* case of obviousness with regard to claim 35 because the references do not disclose or suggest each and every element recited in claim 35. Accordingly, claim 35 is allowable. Claims 36-40 depend from claim 35. Hence, the combination of Alloune, Plush, and Himmel also fails to disclose or suggest at least one of the elements recited in claims 36-40, at least by virtue of their dependency from claim 35. Thus, claims 36-40 are also allowable.

In addition, Alloune, Plush, and Himmel do not disclose or suggest elements recited in claims depending from claim 35. For example, claim 39 recites, “preparing a supplemental invoice.” The Final Office Action acknowledges that Alloune and Plush do not disclose or suggest this element and relies on Himmel to reject claim 39. (See Final Office Action, p. 14). Himmel discloses transfers of minutes or features between different service providers where the service providers agree to an exchange rate. (See Himmel, paragraph [0049]). Himmel also discloses transferring minutes or features between service providers by transmitting an instruction across a network from one customer’s service provider to another customer’s service provider. (See Himmel, paragraph [0050]). However, neither the exchange rates between service providers nor the transfer instructions of Himmel are a supplemental invoice, as recited in claim 39. For this additional reason, claim 39 is allowable.

Claim 40 recites, “sending the supplemental invoice to a third subscriber service provider.” The Final Office Action relies on Himmel to reject claim 40. (See Final Office Action, p. 18). Himmel discloses that multiple service providers may be present within the same

geographic area. (See Himmel, paragraph [0027]). Himmel also discloses transferring minutes or features from one customer to another where each customer is associated with a different service provider. (See Himmel, paragraphs [0040], [0049], and [0051]). Himmel, however, does not disclose or suggest sending a supplemental invoice to a third subscriber service provider, as recited in claim 40. For this additional reason, claim 40 is allowable.

There is no suggestion or motivation to make the combination of Alloune, Plush, and Himmel

Appellant submits that there is no suggestion or motivation to make the asserted combination of references either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. In particular, the teachings of Plush would prevent the invention of Himmel from achieving its intended purpose. For example, Himmel discloses the transfer of call minutes or other features from one particular customer to another, possibly as a gift or a gesture of goodwill. (See Himmel, Figure 4 and paragraphs [0039] and [0043]). Plush discloses a shared allotment of call time between a group of subscribers where the group of subscribers is associated with a single account. (See Plush, col. 4, lines 30-40). Thus, if the teachings of Himmel and Plush were combined, a customer desiring to transfer call minutes to the account disclosed by Plush would not be assured that the call minutes would be used by a particular recipient. The transferred call minutes would be shared between all of the subscribers associated with the second subscription. This conflicts with the goal of Himmel of providing a transfer to a particular customer. Hence, the rejection of claims 1-40 over the combination of Alloune, Plush, and Himmel is improper and should be withdrawn.

Further, Appellant submits that combining the billing systems of Alloune and Plush with Himmel to provide transfers of minutes or features between customer accounts, as asserted on pages 21 and 22 of the Final Office Action, would change the principle of operation of Alloune and Plush. Neither Alloune nor Plush disclose or suggest the transferring of minutes or features between customer accounts, as disclosed in Himmel. (See Himmel, paragraph [0039]). Also, neither Alloune nor Plush disclose or suggest that a customer having an account with a first service provider can transfer minutes or features to another customer having an account with a second service provider, as disclosed in Himmel. (See Himmel, paragraph [0040]). Thus, modifying the billing systems of Alloune and Plush based on Himmel to provide transfers of

minutes or features between customer accounts would require a substantial reconstruction and redesign of the elements shown in Alloune and Plush. Therefore, the rejection of claims 1-40 over the combination of Alloune, Plush, and Himmel is improper and should be withdrawn.

For at least the foregoing reasons, Appellant respectfully submits that all of the pending claims of the present application are allowable. In view of the arguments presented above, Appellant respectfully requests reconsideration and allowance of the application.

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CENTRAL FAX CENTER****FEB 15 2007****VIII. CLAIMS APPENDIX (37 C.F.R. § 41.37(c)(1)(viii))**

The text of each claim involved in the appeal is as follows:

1. (Previously Presented) A telecommunications billing system comprising:
at least one server configured to interpret at least two file types, the first file type of the at least two file types including subscription data associated with a subscription, the subscription data identifying a pricing plan, the pricing plan including an allotment of shared telecommunication units for use in connection with at least a first telecommunications service and a second telecommunications service, the second file type of the at least two file types including a first set of telecommunications service usage data associated with a first telecommunications service;
a customer database configured to store customer information associated with the subscription, the customer information including the subscription data identifying the pricing plan;
a usage database configured to store the first set of telecommunications service usage data and a second set of telecommunications service usage data associated with the second telecommunications service; and
a billing module configured to access the usage database and configured to access the customer database, the billing module configured to generate billing data utilizing the allotment of shared telecommunication units, the first set of telecommunications service usage data, and the second set of telecommunications service usage data;
wherein the first telecommunication service and the second telecommunication service are provided by different operating entities.

2. (Original) The telecommunications billing system of claim 1, wherein the first telecommunications service is a wireless telecommunications service and the second telecommunications service is a long distance service.

3. (Original) The telecommunications billing system of claim 1, further comprising a bill formatter configured to access the billing module and configured to prepare at least part of an invoice utilizing the billing data.

4. (Original) The telecommunications billing system of claim 1, further comprising an error handling system configured to reconcile subscription data.

5. (Original) The telecommunications billing system of claim 1, further comprising a settlement system configured to transfer settlement reports to a provider of the first telecommunications service.

6. (Original) The telecommunications billing system of claim 5, further comprising a revenue tracking system configured to access the customer database and configured to access the settlement system, the settlement reports including revenue data generated by the revenue tracking system.

7. (Original) The telecommunications billing system of claim 1, wherein shared telecommunication units are allotted in conjunction with a monthly charge.

8. (Original) The telecommunications billing system of claim 1, wherein the billing module includes taxation data associated with the first telecommunications service in the billing data.

9. (Original) The telecommunications billing system of claim 1, wherein the billing module calculates excess charges when cumulative usage of the first set of telecommunications service usage data and usage of the second set of telecommunication service usage data exceeds the allotment of shared telecommunication units.

10. (Original) The telecommunications billing system of claim 1, further comprising an interactive voice response system configured to provide account data associated with the allotment of shared telecommunication units.

11. (Previously Presented) A method of providing a shared telecommunications account, the method comprising:
receiving order data, the order data identifying a pricing plan, the pricing plan having an associated allotment of shared telecommunication units for use in connection with at least a first telecommunications service and a second telecommunications service;
receiving a first set of telecommunications service account data from a first telecommunications service provider, the first telecommunications service account data associated with the order data and associated with the first telecommunications service; and
creating a telecommunications account to provide the allotment of shared telecommunications units, the telecommunications account being associated with the first telecommunications service and the second telecommunications service;
wherein the first telecommunication service and the second telecommunication service are provided by different operating entities.

12. (Original) The method of claim 11, wherein the first telecommunication service is a wireless telecommunications service and wherein the second telecommunications service is a landline service.

13. (Original) The method of claim 12, wherein the landline service includes a long distance telecommunication service.

14. (Original) The method of claim 11, further comprising receiving a first set of telecommunication service usage data from the first telecommunication service provider.

15. (Original) The method of claim 14, further comprising determining excess usage charges when the combined usage of the first telecommunications service and of the second telecommunications service exceeds the allotment of the shared telecommunication units.

16. (Original) The method of claim 14, further comprising allocating the shared telecommunication units usage associated with the first telecommunications service and the second telecommunications service.

17. (Original) The method of claim 16, further comprising preparing a combined invoice based on the allotment of the shared telecommunication unit.

18. (Original) The method of claim 17, further comprising communicating the combined invoice to a third telecommunications service provider.

19. (Original) The method of claim 18, wherein the third telecommunications service provider is a local exchange carrier.

20. (Original) The method of claim 16, further comprising preparing a reconciliation report associated with the allotment of the shared telecommunication units and sending the reconciliation report to the first telecommunications service provider.

21. (Previously Presented) A method of providing an invoice to a telecommunications subscriber, the method comprising:
receiving an invoice file from a first telecommunications service provider, the invoice file identifying usage of shared telecommunications units applied in connection with a first telecommunications service and a second telecommunications service;
preparing an invoice including information from the invoice file; and
sending the invoice to a subscriber;
wherein the first telecommunication service is provided by the first telecommunications provider and the second telecommunication service is provided by a second telecommunications provider.

22. (Original) The method of claim 21, wherein the first telecommunications service is a landline long distance telecommunications service and wherein the second telecommunications service is a wireless telecommunications service.

23. (Original) The method of claim 21, wherein the invoice further includes information associated with a third telecommunications service.

24. (Original) The method of claim 23, wherein the third telecommunications service is a local landline telecommunications service.

25. (Original) The method of claim 23, wherein the third telecommunications service is a calling card telecommunications service.

26. (Original) The method of claim 23, wherein the third telecommunications service is an Internet access service.

27. (Previously Presented) The method of claim 23, wherein the third telecommunications service is a cable access service.

28. (Previously Presented) The method of claim 21, further comprising receiving a supplemental invoice file from the second telecommunications service provider, the second telecommunications service provider to provide the second telecommunications service.

29. (Original) The method of claim 21, wherein sending the invoice to the subscriber comprises providing an electronic bill.

30. (Original) The method of claim 21, wherein sending the invoice to the subscriber comprises providing a printed bill.

31. (Original) The method of claim 21, further comprising receiving payment from the subscriber.

32. (Original) The method of claim 21, further comprising receiving a subscription request, the subscription request identifying a price plan including an

allotment of shared telecommunications units for use in connection with the first telecommunications service and the second telecommunications service.

33. (Original) The method of claim 32, further comprising transferring order data associated with the subscription request to the first telecommunications service provider.

34. (Previously Presented) The method of claim 32, further comprising transferring order data associated with the subscription request to the second telecommunications service provider, the second telecommunications service provider to provide the second telecommunications service.

35. (Original) A method of establishing a telecommunications service, the method comprising:
receiving order data, the order data identifying a price plan, the price plan including an allotment of shared telecommunications units, the shared telecommunications units available for use in connection with a first subscriber service and a second subscriber service, the first subscriber service being distinct from the second subscriber service;
establishing an account including account information in response to receiving the order data, the account associated with the first subscriber service; and
sending the account information to a second subscriber service provider, the second subscriber service provider to provide the second subscriber service.

36. (Original) The method of claim 35, wherein the first subscriber service is a wireless telecommunications service and wherein the second subscriber service is a landline service.

37. (Original) The method of claim 35, further comprising transferring usage data associated with the first subscriber service to the second subscriber service provider.

38. (Original) The method of claim 35, further comprising receiving a reconciliation file from the second subscriber service provider, the reconciliation file indicating a portion of the allotment of the shared telecommunications units used in conjunction with the first subscriber service.

39. (Original) The method of claim 35, further comprising preparing a supplemental invoice.

40. (Original) The method of claim 39, further comprising sending the supplemental invoice to a third subscriber service provider.

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IX. EVIDENCE APPENDIX (37 C.F.R. § 41.37(c)(1)(ix))

(N/A)

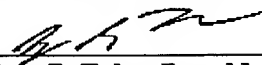
X. RELATED PROCEEDINGS APPENDIX (37 C.F.R. § 41.37(c)(1)(x))

(N/A)

XI. CONCLUSION

For at least the above reasons, all pending claims are allowable and a notice of allowance is courteously solicited. Please direct any questions or comments to the undersigned attorney at the address indicated. Appellant respectfully requests reconsideration and allowance of all claims and that this patent application is passed to issue.

Respectfully submitted,

2-15-2007
Date
Jeffrey G. Toler; Reg. No. 38,342
Attorney for Appellant
TOLER SCHAFFER, L.L.P.
8500 Bluffstone Cove, Suite A201
Austin, Texas 78759
(512) 327-5515 (phone)
(512) 327-5575 (fax)